GRANT OF UTILITY EASEMENT

T.	HIS GRA	NT OF	UTILITY	EASEM	ENT is	made	and	entered	into l	by and bet	ween
					("Grai	ntor"),	,	with	an	address	of
				_		and	the	CITY	OF	LOVELA	AND,
COLORA	ADO, a C	olorado	home rule	municipa	l corpor	ation ("City	y"), with	an ac	ddress of 50	00 E.
Third Str	eet, Lovel	and, Col	orado 8053	37. This C	Grant of U	Utility	Ease	ment is	effecti	ve as of the	date
of the Cit	y's Offici	al Accer	tance in th	e City's s	signature	block	belo	W.			

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, Grantor has this day bargained, sold, conveyed, transferred, and delivered unto the City, its successors, and assigns, in perpetuity, a non-exclusive easement in, over, under, through, and across the real property described on the attached **Exhibits A and B** (the "Easement Area") for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, and accessing City-owned utility systems across, through, upon, and under the Easement Area; provided, however, that the City shall restore the ground surface to its prior condition after any disturbance of such surface. The term "City-owned utility systems," means above and below ground wires, lines, cables, ducts, conduits, pipes, pumps, pedestals, risers, poles, vaults, manholes, fire hydrants, mast arms, traffic and pedestrian signals, pull boxes, caissons, and any other equipment, appurtenances, and structures associated with electric, water, wastewater, communications, traffic signal, and stormwater systems that are owned and operated by the City.

Grantor is prohibited from constructing or placing on any part of the Easement Area without prior written approval from the City any fence or gate, building, above or below ground utility systems or appurtenances not owned or maintained by the City, or any other permanent or substantial structure. Grantor is prohibited from making or permitting any use of the Easement Area that would impair, impede, or interfere with the City's access to or along the easement, or the City's full free use and exercise of the easement. The City shall be permitted to immediately remove without liability for damages any obstruction prohibited by this easement that interferes with the City's access to the City-owned utility systems or impairs the City's full free use and exercise of the easement.

The Grantor or their successors and assigns owns the trees and other vegetation on the Easement Area, and the Grantor acknowledges, for itself and for all successors and assigns, that this easement provides the City with the authority to cut and remove trees and other vegetation that encroaches upon the Easement Area if, in the sole discretion of the City, such trees or vegetation interfere with the City's use and enjoyment of this easement.

The Easement Area hereby granted, situated in Larimer County, Colorado, is described as follows:

Exhibit A – Easement Description Exhibit B – Easement Drawing

TO HAVE AND TO HOLD said easement unto the City, its successors, and assigns forever. This perpetual easement and the rights, benefits, and obligations created hereby constitute a burden upon the estate of Grantor in the underlying lands and shall run with the land and be binding upon Grantor and its successors, personal representatives, assigns, and heirs. Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the easement herein granted, that the easement is free and clear of all liens and encumbrances, and that it will forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Grant of Utility Easement on the date below.

	GRANTO	PR:
	Ву:	
	Date:	
	Print Nam	e:
	Title:	
State of)	
County of) ss)	
Acknowledged before me	this day of	, 20, by (Name)
Witness my hand and seal. My		
(SEAL)	Notary Public	
OFFICIAL ACCEPTANCE B	Y THE CITY OF LOVE	LAND APPROVED AS TO FORM:
Rod Wensing, Acting City Ma	nager	Assistant City Attorney
ATTEST:		
City Clerk	Date	